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CENTRAL INTELLIGENCE AGENCY DATE 12/15/83 TIME 18.142
HEADQUARTERS EXPANSION SPECIAL CONDITIONS
BID PACKAGE 3SP (SUPPLY CONTRACT)
SUPPLY CONTRACT - PUMPS

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1. DEFINITIONS

THE CONTRACT DOCUMENTS

THE CONTRACT DOCUMENTS CONSIST OF THE SUPPLY CONTRACT (BETWEEN THE GOVERNMENT AND THE CONTRACTOR), THE CONDITIONS OF THE CONTRACT (GENERAL AND SUPPLEMENTAL PROVISIONS, SPECIAL CONDITIONS, AND RELATED DOCUMENTS) AND THE SPECIFICATIONS - ALL AS LISTED IN THE TABLE OF CONTENTS, AND ALL AMENDMENTS ISSUED PRIOR TO AND ALL CHANGES ISSUED AFTER EXECUTION OF THE CONTRACT. CHANGES ARE DEFINED IN CLAUSE NO. 2 OF THE GENERAL PROVISIONS.

THE PROJECT

THE PROJECT IS THE TOTAL CONSTRUCTION OF WHICH THE SUPPLIES FURNISHED UNDER THE CONTRACT DOCUMENTS ARE A PART.

THE ARCHITECT

THE ARCHITECT IS:

SMITH, HINCHMAN & GRYLLS ASSOCIATES, INC.
455 WEST FORT STREET
DETROIT, MICHIGAN 48226

THE TERM ''ARCHITECT'' MEANS THE ARCHITECT OR HIS AUTHORIZED REPRESENTATIVE.

THE CONTRACTOR

THE CONTRACTOR IS THE INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR CORPORATION NAMED IN THE SUPPLY CONTRACT, REFERRED TO FROM TIME TO TIME, AS ''SUPPLY CONTRACTOR'', FOR PURPOSES OF CLARIFICATION.

THE INSTALLING CONTRACTOR

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THE INSTALLING CONTRACTOR IS THE ORGANIZATION WHOSE CONTRACT WITH THE GOVERNMENT FOR WORK ON THE PROJECT INCLUDES RESPONSIBILITY FOR RECEIVING, TRANSPORTING AFTER RECEIPT, STORING AS APPROPRIATE AND INSTALLING THE SUPPLIES. THE INSTALLING CONTRACTOR WILL BE THE CONTRACTOR FOR BID PACKAGE 3 - POWERHOUSE.

BENEFICIAL ACCEPTANCE

BENEFICIAL ACCEPTANCE FOR ANY ITEM OF SUPPLIES IS THE DATE THE GOVERNMENT PLACES THAT ITEM IN USE FOR ITS INTENDED PURPOSE, SUBSEQUENT TO ONSITE OPERATION FOR START-UP AND TESTING.

MISCELLANEOUS DEFINITIONS

THE TERM ''SUPPLIES'' SHALL BE READ TO INCLUDE WITHOUT LIMITATION RAW MATERIALS, COMPONENTS INTERMEDIATE ASSEMBLIES AND END PRODUCTS TO BE FURNISHED UNDER THE CONTRACT. (REFER TO CLAUSE NO. 5 OF THE GENERAL PROVISIONS).

THE TERM ''PER'' MEANS ''IN ACCORDANCE WITH THE REQUIREMENTS OF''.

THE TERM ''AS APPROVED'' MEANS ''OR EQUAL'' AS DESCRIBED IN ARTICLE NO. 32 OF THE GSA SUPPLEMENTAL PROVISIONS.

2. NONPUBLICITY

IT IS A SPECIFIC CONDITION OF THE CONTRACT THAT THE CONTRACTOR SHALL NOT USE OR ALLOW TO BE USED ANY ASPECT OF THIS AGREEMENT FOR PUBLICITY OR ADVERTISEMENT PURPOSES.

IT IS FURTHER UNDERSTOOD THAT THIS OBLIGATION SHALL NOT EXPIRE UPON COMPLETION OR TERMINATION OF THE CONTRACT BUT WILL CONTINUE INDEFINITELY.

THE CONTRACTOR MAY REQUEST A WAIVER OR RELEASE FROM THE FOREGOING BUT SHALL NOT DEVIATE THEREFROM UNLESS SO AUTHORIZED IN WRITING BY THE GOVERNMENT.

3. BIDDING REQUIREMENTS

BIDDER SHALL ENTER IN SECTION 00033ATTA, ''ATTACHMENT 'A' TO SF33 (PUMPS)'', ALL INFORMATION REQUESTED. REFER TO STANDARD FORM 33-A.

BID PRICE SHALL BE A LUMP SUM FOR DELIVERY OF THE SPECIFIED SUPPLIES F.O.B. PROJECT SITE BY THE DATE SPECIFIED IN SECTION 01310, ''SCHEDULE AND TIME OF COMPLETION''.

IN ESTABLISHING DATE BY WHICH BIDDER MUST RECEIVE SHOP DRAWINGS, PRODUCT DATA AND RELATED SUBMITTALS IN ORDER TO MEET THE SPECIFIED DELIVERY DATE, BIDDER SHALL CONSIDER THE FACT THAT FOR EACH SUBMITTAL, ARCHITECT WILL REQUIRE 14 CALENDAR DAYS FROM DATE SUBMITTAL ENTERS ARCHITECT'S OFFICE UNTIL THE SUBMITTAL LEAVES TO RETURN TO THE CONTRACTOR.

4. FOREIGN OWNERSHIP CONTROL OR INFLUENCE

VENDORS RESPONDING TO THIS REQUEST FOR PROPOSAL (RFP) ARE ADVISED THAT IT IS THE GOVERNMENT'S INTENT TO SECURE SERVICES OR EQUIPMENT FROM FIRMS WHICH ARE NOT UNDER FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) OR WHERE ANY FOCI MAY, IN THE OPINION OF THE GOVERNMENT ADVERSELY IMPACT ON GOVERNMENT SECURITY REQUIREMENTS. ACCORDINGLY, ALL FIRMS RESPONDING TO THIS RFP OR INITIATING PERFORMANCE OF A CONTRACT ARE REQUIRED TO SUBMIT A DOD FORM 441S (CERTIFICATE PERTAINING TO FOREIGN INTERESTS) WITH THEIR PROPOSAL OR PRIOR TO CONTRACT PERFORMANCE (AS APPROPRIATE). DOD FORM 441S ENTRIES SHALL SPECIFY, WHERE NECESSARY, THE IDENTITY, NATURE, DEGREE, AND IMPACT OF ANY FOCI ON THEIR ORGANIZATION OR ACTIVITIES.

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NOTWITHSTANDING THE LIMITATION ON CONTRACTING WITH A VENDOR UNDER FOCI IDENTIFIED ABOVE, THE GOVERNMENT RESERVES THE RIGHT TO CONTRACT WITH SUCH FIRMS UNDER APPROPRIATE ARRANGEMENTS, WHEN IT DETERMINES THAT SUCH CONTRACTS WILL BE IN THE BEST INTEREST OF THE GOVERNMENT.

5. ADMINISTRATION OF THE CONTRACT

THE GOVERNMENT

THE CONTRACT WILL BE ADMINISTERED BY THE CONTRACTING OFFICER ON BEHALF OF THE UNITED STATES OF AMERICA (REFERRED TO THROUGHOUT THE CONTRACT DOCUMENTS AS THE GOVERNMENT).

THE ARCHITECT

THE ARCHITECT, (AS REQUIRED BY SEPARATE CONTRACT) UNDER SUPERVISION OF THE GOVERNMENT, WILL, AS PERTINENT TO THIS SUPPLY CONTRACT:

PROVIDE REVIEW AND APPROVAL OF ALL SHOP DRAWINGS, PRODUCT DATA, SAMPLES, SCHEDULES, ETC., SUBMITTED BY THE CONTRACTOR.

REVIEW AND CERTIFY THE VALIDITY OF THE CONTRACTOR'S APPLICATIONS FOR PAYMENT.

COMMUNICATIONS

THE CONTRACTOR SHALL FORWARD ALL COMMUNICATIONS TO THE ARCHITECT THROUGH THE CONTRACTING OFFICER.

6. LIQUIDATED DAMAGES

REFER TO ARTICLE 11[illegible] - DEFAULT, OF THE GENERAL PROVISIONS. REDESIGNATE PARAGRAPHS 11(F) AND 11(G) THERIN AS 11(G) AND 11(H) RESPECTIVELY, AND INSERT THE FOLLOWING:

(F) (I) IN THE EVENT THE GOVERNMENT EXERCISES ITS RIGHT OF TERMINATION AS PROVIDED IN PARAGRAPH (A) ABOVE, THE CONTRACTOR SHALL BE LIABLE TO THE GOVERNMENT FOR EXCESS COSTS AS PROVIDED IN PARAGRAPH (B) ABOVE AND, IN ADDITION, FOR LIQUIDATED DAMAGES, IN THE AMOUNT OF $500.00 AS FIXED, AGREED, AND LIQUIDATED DAMAGES FOR EACH CALENDAR DAY OF DELAY, UNTIL SUCH TIME AS THE GOVERNMENT MAY REASONABLY OBTAIN DELIVERY OF SIMILAR SUPPLIES OR PERFORMANCE OF SIMILAR SERVICES.

(II) IF THE CONTRACT IS NOT SO TERMINATED, NOTWITHSTANDING DELAY, AS PROVIDED IN PARAGRAPH (A) ABOVE, THE CONTRACTOR SHALL CONTINUE PERFORMANCE AND BE LIABLE TO THE GOVERNMENT FOR SUCH LIQUIDATED DAMAGES FOR EACH CALENDAR DAY OF DELAY UNTIL THE SUPPLIES ARE DELIVERED OR SERVICES PERFORMED.

(III) THE CONTRACTOR SHALL NOT BE LIABLE FOR LIQUIDATED DAMAGES FOR DELAYS DUE TO CAUSES WHICH WOULD RELIEVE HIM FROM LIABILITY FOR EXCESS COSTS AS PROVIDED IN PARAGRAPH (C) OF THIS CLAUSE.

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7. WARRANTIES AND GUARANTIES

WARRANTY

THE CONTRACTOR WARRANTS TO THE GOVERNMENT THAT ALL SUPPLIES FURNISHED UNDER THIS CONTRACT WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO THESE REQUIREMENTS, INCLUDING SUBSTITUTIONS NOT PROPERLY APPROVED AND AUTHORIZED, MAY BE CONSIDERED DEFECTIVE. IF REQUIRED BY THE CONTRACT DOCUMENTS OR THE CONTRACTING OFFICER, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF SUPPLIES FURNISHED. THIS WARRANTY IS NOT LIMITED BY THE PROVISIONS FOR CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK HEREIN.

CORRECTION OF DEFECTS

IF, WITHIN ONE YEAR AFTER BENEFICIAL ACCEPTANCE BY THE OWNER OF DESIGNATED SUPPLIES OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS, ANY SUPPLIES ARE FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL MAKE CORRECTION PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE GOVERNMENT TO DO SO, UNLESS IN THE PUBLIC INTEREST THE GOVERNMENT CONSENTS TO ACCEPT SUCH SUPPLIES WITH AN APPROPRIATE ADJUSTMENT IN CONTRACT PRICE. THIS OBLIGATION SHALL SURVIVE TERMINATION OF THE CONTRACT.

PRIOR TO FINAL PAYMENT, SUBMIT TO THE CONTRACTING OFFICER A WARRANTY FOR THE SUPPLIES FURNISHED. THE WARRANTY SHALL BE IN TRIPLICATE IN THE FORM SHOWN IN SECTION 00110A, ''APPENDIX 'A' - WARRANTY''.

8. LAWS, ORDINANCES AND REGULATIONS

THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, AND REGULATIONS, AND SHALL REQUIRE SUCH COMPLIANCE, BY ALL OTHER PERSONS WITH WHOM HE SHALL ENTER INTO ANY CONTRACT PERTAINING TO THE WORK. THE CONTRACTOR SHALL BE LIABLE FOR AND INDEMNIFY AND HOLD HARMLESS THE GOVERNMENT, AND THE ARCHITECT AND THEIR RESPECTIVE CONSULTANTS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY OR DAMAGE ARISING BY REASON OF THE BREACH OF THE PROVISIONS HEREIN SET FORTH.

IT IS NOT THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE CERTAIN THAT THE CONTRACT DOCUMENTS ARE IN ACCORDANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS. HOWEVER, IF THE CONTRACTOR OBSERVES THAT ANY OF THE CONTRACT DOCUMENTS ARE AT VARIANCE THEREWITH IN ANY RESPECT, HE SHALL PROMPTLY NOTIFY THE CONTRACTING OFFICER AND ANY NECESSARY CHANGES SHALL BE ACCOMPLISHED BY APPROPRIATE CHANGE ORDER.

IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH LAWS, ORDINANCES, AND REGULATIONS, AND WITHOUT SUCH NOTICE TO THE CONTRACTING OFFICER, HE SHALL ASSUME FULL RESPONSIBILITY THEREFOR AND SHALL BEAR ALL COSTS ATTRIBUTABLE THERETO.

9. PATENT INDEMNITY

REFER TO CLAUSE NO. 13 OF THE SUPPLEMENTAL PROVISIONS. EDIT INTERNALLY AS FOLLOWS:

FOLLOWING THE WORD ''EMPLOYEES'' IN THE FIRST SENTENCE, INSERT THE PHRASE ''AND THE ARCHITECT, AND HIS CONSULTANTS, AGENTS AND EMPLOYEES''.

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10. INSURANCE

PROPERTY INSURANCE

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE FOR THE FULL CONTRACT VALUE THEREOF UPON SUPPLIES FOR WHICH ANY PAYMENT HAS BEEN MADE AND SUPPLIES WHICH HAVE BEEN DELAYED IN SHIPMENT AT THE GOVERNMENT'S REQUEST.

THE CONTRACTOR SHALL FILE TWO CERTIFIED COPIES OF ALL POLICIES WITH THE CONTRACTING OFFICER BEFORE EXPOSURE TO LOSS CAN OCCUR. IF THE GOVERNMENT IS DAMAGED BY THE FAILURE OF THE CONTRACTOR TO MAINTAIN SUCH INSURANCE AND TO SO NOTIFY THE CONTRACTING OFFICER, THEN THE CONTRACTOR SHALL BEAR ALL REASONABLE COSTS PROPERLY ATTRIBUTABLE THERETO.

TRANSIT INSURANCE

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING SHIPMENT TRANSIT INSURANCE FOR THE FULL CONTRACT VALUE THEREOF UPON SUPPLIES FOR WHICH ANY PAYMENT HAS BEEN MADE.

11. SUCCESSORS AND ASSIGNS

THE GOVERNMENT AND THE CONTRACTOR EACH BINDS ITSELF, ITS PARTNERS, SUCCESORS, ASSIGNS AND LEGAL REPRESENTATIVES TO THE OTHER PARTY HERETO AND TO THE PARTNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OF SUCH OTHER PARTY IN RESPECT TO ALL COVENANTS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE CONTRACT DOCUMENTS. NEITHER PARTY TO THE CONTRACT SHALL ASSIGN THE CONTRACT OR SUBLET IT AS A WHOLE WITHOUT THE WRITTEN CONSENT OF THE OTHER.

12. WRITTEN NOTICE

WRITTEN NOTICE SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF DELIVERED IN PERSON TO THE INDIVIDUAL OR MEMBER OF THE FIRM OR ENTITY OR TO AN OFFICER OF THE CORPORATION FOR WHOM IT WAS INTENDED, OR IF DELIVERED AT OR SENT BY REGISTERED OR CERTIFIED MAIL TO THE LAST BUSINESS ADDRESS KNOWN TO HIM WHO GIVES THE NOTICE.

13. CLAIMS FOR DAMAGES

SHOULD EITHER PARTY TO THE CONTRACT SUFFER INJURY OR DAMAGE TO PERSON OR PROPERTY BECAUSE OF ANY ACT OR OMISSION OF THE OTHER PARTY OR OF ANY OF HIS EMPLOYEES, AGENTS OR OTHERS FOR WHOSE ACTS HE IS LEGALLY LIABLE, CLAIM SHALL BE MADE IN WRITING TO SUCH OTHER PARTY WITHIN A REASONABLE TIME AFTER THE FIRST OBSERVANCE OF SUCH INJURY OR DAMAGE.

14. RIGHTS AND REMEDIES

THE DUTIES AND OBLIGATIONS IMPOSED BY THE CONTRACT DOCUMENTS AND THE RIGHTS AND REMEDIES AVAILABLE THEREUNDER SHALL BE IN ADDITION TO AND NOT A LIMITATION OF ANY DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES OTHERWISE IMPOSED OR AVILABLE BY LAW.

NO ACTION OR FAILURE TO ACT BY THE CONTRACTING OFFICER, ARCHITECT OR CONTRACTOR SHALL CONSTITUTE A WAIVER OF ANY RIGHT OR DUTY AFFORDED ANY OF THEM UNDER THE CONTRACT, NOR SHALL ANY SUCH ACTION OR FAILURE TO ACT CONSTITUTE AN APPROVAL OF OR ACQUIESCENCE IN ANY BREACH THEREUNDER, EXCEPT AS MAY BE SPECIFICALLY AGREED IN WRITING.

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1 212)

15. ASSIGNMENT OF CONTRACT

2 213) THE GOVERNMENT RESERVES AND IS HEREBY GRANTED THE RIGHT TO ASSIGN THIS
214) CONTRACT TO THE INSTALLING CONTRACTOR AND MAKE IT A PART OF THE CONTRACT
215) FOR BID PACKAGE 3. THE SUPPLY CONTRACTOR AGREES THAT, WHEN SUCH
216) ASSIGNMENT IS MADE, HE WILL WORK UNDER THE INSTALLING CONTRACTOR IN THE
217) SAME MANNER AS HE WOULD HAD THE CONTRACT BEEN ORIGINALLY AWARDED TO HIM
218) BY THE INSTALLING CONTRACTOR, AND THAT HE WILL BE BOUND TO AND ASSUME
219) TOWARD THE INSTALLING CONTRACTOR ALL THE OBLIGATIONS AND RESPONSIBILITIES
220) THAT HE, BY HIS CONTRACT, ASSUMES TOWARD THE GOVERNMENT. IN CASE OF
221) ASSIGNMENT, PAYMENTS TO THE SUPPLY CONTRACTOR WILL BE BY THE INSTALLING
222) CONTRACTOR.

***END OF SECTION

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